

RESOLUTION NO. 8 -22

**A RESOLUTION APPROVING AN EMERGENCY BACKUP WATER SUPPLY AGREEMENT WITH SOUTH SANGAMON WATER COMMISSION**

**WHEREAS**, the Village of Chatham, Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois; and,

**WHEREAS**, South Sangamon Water Commission (“SsWC”) currently provides water to the Village; and,

**WHEREAS**, SSWC has requested that the Village serve as a backup water supply for SSWC to keep it pressurized above 20 pounds per square inch in emergency situations; and

**WHEREAS**, the Village currently has an above ground storage tank capable of providing such pressurization in emergency situations; and,

**WHEREAS**, the Village has an agreement with the City of Springfield for the City to be the Village’s backup water supply and said agreement includes a provision that prohibits the resale of water; and

**WHEREAS**, the Village wishes to be the backup water supply for SSWC, provided the Village is capable of doing so without needing to obtain water from the City of Springfield; and

**WHEREAS**, the Village and SSWC have set forth the terms and conditions of the backup water supply in the Agreement attached hereto as **Exhibit A**; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Chatham believe it is in the best interests of the Village enter into the Agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

**Section 1. Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**Section 2. Approval of Agreement with SSWC.** The Board of Trustees of the Village hereby approves the Agreement attached hereto as **Exhibit A** and authorizes the Village President or his designee to execute the Agreement and any such ancillary documents necessary to effectuate the agreement.

**Section 3. Severability.** In the event a court of competent jurisdiction finds this resolution or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this resolution and the application thereof to the greatest extent permitted by law.

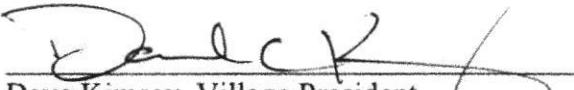
**Section 4. Repeal and Savings Clause.** All resolutions or parts of resolutions in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this resolution.

**Section 5. Effectiveness.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER	✓			
BRETT GERGER	✓			
MATT MAU	✓			
DAVE KIMSEY				
TOTAL	6	0	—	—

**APPROVED** by the President of the Village of Chatham, Illinois this 22 day of

February, 2022.

  
\_\_\_\_\_  
Dave Kimsey, Village President

Attest:

  
\_\_\_\_\_  
Dan Holden, Village Clerk

**EXHIBIT A**  
**Emergency backup Water Supply Agreement**

EMERGENCY BACKUP WATER SUPPLY AGREEMENT BETWEEN THE  
VILLAGE OF CHATHAM, ILLINOIS AND THE SOUTH SANGAMON  
WATER COMMISSION

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Village of Chatham, Illinois, a municipal corporation in the County of Sangamon and State of Illinois (Village), and the South Sangamon Water Commission (Commission), with respect to a backup water supply agreement.

WHEREAS the SSWC owns and operates a water supply distribution system, and

WHEREAS, the Village currently purchases its water supply from the South Sangamon Water Commission (SSWC), and

WHEREAS, the Village Water system can provide emergency backup water pressure, by way of the Village's elevated storage tank, to maintain adequate water pressure to the SSWC water system, and

WHEREAS, the Village is willing to provide pressurized water to SSWC in an amount sufficient to keep SSWC water supply system pressurized under certain terms and conditions.

NOW THEREFORE, it is agreed as follows:

1. **Water Available for Purchase & Sale.** The Village agrees to back pressure the SSWC water system as long as the Village is made whole on any water that flows through the metered connection(s) hereinafter described to be used by SSWC as an emergency supply of water sufficient to keep SSWC's system pressurized. The supply of water to be furnished hereunder to the Village during the period of this Agreement shall be as follows:
  - a. The Village agrees to provide water from its above ground storage tank at a pressure of not less than twenty (20) pounds per square inch measured at ground level at the meter to SSWC. SSWC shall only take water from the Village under conditions which constitute a need for a temporary emergency supply of water, under conditions such as, but not limited to, flooded wells, power outages, main break, fire, planned temporary outage, or other unexpected occurrence, exclusive of periods of general water shortage common to both the Parties.
  - b. The Village shall not be required supply water under this Agreement if the Village providing such supply would require the Village to obtain water from the City of Springfield.
  - c. It is understood and agreed by the Parties that in the event of water shortage, act

of God, natural disaster, or other circumstances beyond the control of the Village which would affect the Village's ability to provide water to SSWC, the Village provides no guarantee of the amount or availability of water to be sold to the SSWC. In addition, the Village may impose restrictions on the SSWC's use of the Village's water that are at least as stringent as the restrictions placed on the Village's other users. Any obligation of the Village to supply water to SSWC shall be fulfilled by reasonable diligence in procuring labor or material to remedy any interruption in the Village providing water to SSWC.

- d. The water systems of the Parties are currently interconnected in one (2) locations: One location at the southwest corner of the intersection of Chatham Road and Palm road, and a second location near the base of the ground storage tank. A new valve would be placed between the two existing valves and will be located near the ground storage tank.
  - e. SSWC shall immediately notify the Village of its need to take water under this Agreement. SSWC shall call the Village at: (217) 483-2451 and follow up with a written notification. All notifications shall include the reason for needing the water and the approximate length of time and quantity of water that is needed. In situations where SSWC intends to take water under planned circumstances, SSWC shall provide such notice not less than 24 hours prior to taking water.
2. **Rates & Charges.** The rates for said emergency supply of water shall be the then SSWC wholesale rate, or the Village Outside Water Rate, whichever is higher. In addition to the usage rate, SSWC shall pay a monthly meter charge to the Village as follows:
    3. **Payment.** SSWC shall be billed monthly based upon the rates and charges specified above and any other costs provided for in this Agreement. SSWC shall pay the Village by the 30<sup>th</sup> day after issuance of the bill by the Village.
    4. **No Resale.** SSWC shall not resell any water supplied by the Village to SSWC to any other entity on a wholesale basis without the express written consent of the Village.
    5. **Term.** This Agreement shall be in effect for a term of five (5) years. Either party may also choose to terminate this agreement for convenience by providing notice of termination in writing to the other party with a twelve (12) month notice of the date of termination. Paragraphs 3, 7, 8, 9, 10 and 11 survive termination.
  6. **Equipment, Meters & Access.**
    - a. The control valves, meters, meter equipment, meter vaults, and valves at the metering locations shall at all times be under the control of the Village and SSWC Scada System. SSWC shall pay all Village labor rates to open and close the valves if required outside of normal business hours. Under no circumstances shall SSWC operate valves on the Village's side of the meter.

- b. The properly authorized officer, agents and representatives of the Village shall, at reasonable times, have access to meter vaults, meter control valves and meter equipment for the purpose of inspection.
  - c. If, at any time, a meter shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meter, then the unregistered, under-registered or over-registered amount of water furnished and taken shall be determined by taking an average of the monthly readings of such meter, exclusive of deficient or excessive readings. Where said meter has been installed for a period of less than one (1) year or where less than twelve (12) credible monthly readings exist, such average or estimate may be based upon a lesser number than twelve (12) monthly readings taken preceding or subsequent to such increased or stopped registrations.
7. **Water Quality & Monitoring.** Each Party is responsible for monitoring and maintaining a chlorine residual within their own systems.
8. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party acting through its chief administrator, shall notify the other Party in writing and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party, such termination to be effective on the date stated in the written notice. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.
9. **Indemnification.** To the extent allowable by law, SSWC shall defend and hold harmless the Village against any and all claims, demands, and causes of action arising out of or connected with this Agreement, including any action or claim brought against the Village because of the water supply that is the subject of this Agreement, and shall indemnify the Village for any costs, expenses, fines, or damages resulting therefrom (including all court costs, fees, and reasonable attorneys' fees), except where such claims arise out of the willful misconduct of the officers, agents or employees of the Village.
10. **Notices.** Except as to required telephone notification in paragraph 1(c), any notice or communication permitted or required under the Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to Village to:  
 Village of Chatham  
 Attention: Village Administrator  
 116 E. Mulberry St.  
 Chatham, IL 62629

If to SSWC to:  
 South Sangamon Water Com  
 Attention: Commission Chairman  
 1300 S. 8th St  
 Springfield, IL 62704

With a Copy to:

With a Copy to:

Gregory E. Moredock  
Sorling Northrup  
1 N. Old State Capitol Plaza  
Suite 200  
P.O. Box 5131  
Springfield, IL 62705

Randall W. Segatto  
Barber, Segatto, Hoffer,  
Wilke & Cate, LLP  
831 E. MONROE ST  
Springfield, IL 62701

11. **Binding on Successors.** This Agreement shall be binding upon the successors and assigns of the Village and SSWC and their respective governing bodies.
12. **Counterpart & PDF Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.
13. **Amendments.** This Agreement may not be amended except by means of written document, including an addendum, signed by authorized representatives of both the Village and SSWC.
14. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.



**SOUTH SANGAMON WATER COMMISSION**  
9199 Buckhart Road ~ Rochester IL 62563-8090

217-685-6210 water plant  
217-381-5359 business office  
info@sswc.us  
www.sswc.us

January 26, 2022

Village of Chatham  
Attn: Mr. Pat McCarthy  
116 E Mulberry St  
Chatham IL 62629

Re: Agreement to permit installation of emergency interconnection

Dear Pat,

In order to comply with discussions with IEPA, the South Sangamon Water Commission needs to complete our project to construct a connection to the Village of Chatham which will provide a back feed of water to ensure maintaining pressure in our transmission main in the event of an outage of our treatment facility. We have titled the plan "Emergency Back Up Connection". We need an agreement with the Village to allow this project to proceed.

The SSWC was referred to the Attorney General for certain failures to comply with IEPA requirements, the most significant being the lack of elevated storage to maintain pressure in our system should a treatment plant outage occur. The Emergency Back Up Connection will be considered as an adequate alternative to elevated storage. This will obviously reduce significantly our cost of compliance.

Some weeks ago, we participated in a conference call with IEPA and the Attorney General. We as yet have not received written correspondence which we expect will confirm our discussion. In those discussions we agreed to obtain an agreement with the Village and to construct the connection. We are required to provide updates on our progress.

Also, for your information, we are proceeding with an upgrade of our membrane filtration system. The project is on schedule for the equipment to be shipped on February 9, 2022. We have

approved a bid for the installation of the equipment and expect the new membranes to be operational by the end of March. This project will increase materially the capacity and reliability of the treatment facility.

We understand the Village is pursuing renewal of their agreement with CWLP for a back up supply in the event of an extended outage of SSWC supply. We believe our agreement is independent of the Village's agreement with CWLP. We are hopeful our agreement can proceed soon. Please advise us of further information that is necessary to proceed.

Respectfully,

*JG* 

James G. Roth  
Chairman  
South Sangamon Water Commission

JGR/lbvp

cc: Randy Segatto  
Steven Bivin  
Bill Brown  
Jamie Headen